

MELINDA HAAG (CSBN 132612)
United States Attorney

J. DOUGLAS WILSON (DCBN 163937)
Acting Chief, Criminal Division

SUSAN B. GRAY (CSBN 100374)
Assistant United States Attorney

450 Golden Gate Avenue, 11th Floor
San Francisco, California 94102
Telephone: 415.436.7324
Facsimile: 415.436.7234
Email: Susan.B.Gray@usdoj.gov

Attorneys for United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
MAHER FAYEZ KARA, MOUNIR)
FAYEZ KARA (aka MICHAEL F. KARA),)
and EMILE YOUSSEF JILWAN,)
)
Defendants.)

No. CR 09-0417 MHP

STIPULATION AND ~~PROPOSED~~ ORDER
AUTHORIZING INTERLOCUTORY SALE
OF REAL PROPERTY

1. The United States and defendant, Mounir Fayeze Kara (aka Michael F. Kara)(hereinafter "defendant") through counsel, agree, subject to the Court's approval, to an interlocutory sale of defendant real property and improvements located at 616 Sugarloaf Court, Walnut Creek, Contra Costa County, California 94596-6354 (APN # 187-020-080-3), and further described in Exhibit A, which is attached hereto)(hereinafter "defendant property").
2. The United States and defendant agree to the interlocutory sale of defendant property on the terms set forth in this agreement which cannot be modified except in writing signed by all parties.

- 1 3. The "net proceeds" from the interlocutory sale of defendant property will be
2 determined at the close of escrow based on the purchase price for defendant
3 property after deducting the ordinary and reasonable costs of sale charged to a
4 seller at closing, such as a reasonable real estate commission and costs of
5 recording, but does not include attorneys' fees,
- 6 4. The parties agree to an interlocutory sale on the following terms:
- 7 a. The real estate agent or broker will be provided with a copy of this
8 stipulation and order, and must agree to comply with its terms in writing.
- 9 b. Defendant and the real estate agent or broker selected agree to inform the
10 United States and the other claimants of the title company which will
11 handle the escrow, and to provide a copy of this stipulation and order to
12 the title company.
- 13 c. Within 24 hours of receiving any offer to purchase defendant property,
14 defendant and the real estate agent or broker selected agree to provide a
15 copy of any such offer to purchase to the undersigned Assistant United
16 States Attorney by facsimile at 415.436.7234 or email. Prior to accepting
17 any offer for defendant property defendant shall obtain the written
18 approval of the United States. The United States will not unreasonably
19 withhold its approval.
- 20 d. The escrow officer must provide to the United States, which must approve
21 in writing, the estimated closing costs before the closing of escrow can
22 take place for the sale of defendant property. The United States will not
23 unreasonably withhold its approval.
- 24 e. Prior to the close of escrow of a sale approved by the United States, the
25 United State will provide to the escrow officer a release of the *lis pendens*
26 filed against defendant property in the Contra Costa County Recorder's
27 Office.
- 28 f. The escrow officer at the title company handling the close of escrow is

1 directed to deliver \$204,627.24 from the "net proceeds" of the
2 interlocutory sale, as defined in paragraph 3 above, by check made payable
3 to the "United States Marshals Service", to the Asset Forfeiture Unit,
4 Attention: Andrea Howard, Office of the United States Marshal, 450
5 Golden Gate Avenue, San Francisco, California 94102. The United States
6 Marshals Service will deposit the \$204,627.24 in the appropriate interest
7 bearing account where it will remain until further order of the Court.

8 g. The escrow officer at the title company handling the close of escrow is
9 directed to deliver \$100,000.00 from the "net proceeds" of the
10 interlocutory sale, as defined in paragraph 3 above, by check made payable
11 to the "Clerk of the Court, Northern District of California", 450 Golden
12 Gate Avenue, San Francisco, California 94102 to secure the appearance
13 bond executed by defendant on April 30, 2009. Dkt. # 3. A copy of the
14 appearance bond is attached hereto as Exhibit B.

15 h. If defendant property has not been sold to a bona fide purchaser for value
16 within 180 days, this order authorizing the interlocutory sale is invalid.

17 5. The parties agree that the Court is authorized to issue additional orders, as
18 necessary, to implement the interlocutory sale of defendant property.

19 6. The United States and defendant agree that the \$204,627.24 deposited in the
20 interest bearing account of the United States Marshals Service shall automatically
21 be substituted as defendant in this action and that the United States Marshals
22 Service shall retain custody of that substitute *res* pending resolution of this civil

23 //

24 //

25 //

26 //

27 //

28 //

1 forfeiture action. The United States shall have the same claims against the
2 substituted *res*, the \$204,627.24, as it does against defendant property. Defendant
3 shall have the same defenses against the substituted *res*, the \$204,627.24, as he
4 does against defendant property.
5

6 IT IS SO STIPULATED:

MELINDA HAAG
United States Attorney

7 Dated: November 30, 2010

/s/ Susan B. Gray
SUSAN B. GRAY
Assistant United States Attorney

9 Dated: November 30, 2010

/s/
ISMAIL RAMSEY
MILES EHRLICH
Attorneys for Defendant Mounir Fayeze Kara
(aka Michael F. Kara)

12
13 **[PROPOSED] ORDER**

14 PURSUANT TO THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 1st
15 DAY OF December, 2010.



EXHIBIT A

EXHIBIT "A"

Real property in the City of Walnut Creek, County of Contra Costa, State of California described as follows:

PARCEL ONE:

ALL OF LOT 2, AS SHOWN ON THAT CERTAIN MAP OF SUBDIVISION 7207, FILED SEPTEMBER 2, 1992 IN BOOK 363 OF MAPS AT PAGE 35, CONTRA COSTA COUNTY RECORDS AND A PORTION OF THE PROPERTY DESCRIBED AS PARCELS "A" AND "B" IN THAT CERTAIN QUITCLAIM DEED RECORDED NOVEMBER 15, 1996, SERIES NO. 96-215940, OFFICIAL RECORDS, AS APPROVED BY INSTRUMENT RECORDED SEPTEMBER 8, 1999, SERIES NO. 99-240522, OFFICIAL RECORDS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE FROM SAID POINT OF BEGINNING ALONG THE PERIMETER OF SAID LOT 2, THE FOLLOWING TWO COURSES: 1) NORTH 89° 38' 02" WEST, 152.00 FEET AND 2) NORTH 0° 21' 58" EAST, 212.81 FEET; THENCE LEAVING SAID PERIMETER NORTH 0° 21' 58" EAST, 23.71 FEET TO THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID NORTHERLY LINE, FROM A TANGENT WHICH BEARS SOUTH 84° 41' 32" EAST, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,021 FEET, THROUGH A CENTRAL ANGLE OF 4° 48' 00", FOR AN ARC LENGTH OF 169.31 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 4° 38' 00" WEST, 229.65 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ACCESS AND UTILITY PURPOSES, DESIGNATED AND SHOWN AS "P.A. & U.E." ON THE FILED MAP OF SUBDIVISION 7207, FOR THE BENEFIT OF PARCEL ONE HEREINABOVE, FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS.

EXCEPTING FROM PARCEL TWO: THAT PORTION THEREOF LYING WITHIN PARCEL ONE ABOVE.

EXHIBIT B

DATE

CASE NUMBER

(MAP)

4-30-09

CL 09-0417

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA		ORDER SETTING CONDITIONS OF RELEASE AND APPEARANCE BOND	
NAME OF DEFENDANT MDUNIR FAYEZ VARA AYA MICHAEL F. VARA		ADDRESS OF DEFENDANT 616 Sugarloaf Ct. Walnut Creek, CA 94596	
NAME OF SURETY Mariam Kara "wife"		RELATIONSHIP TO DEFENDANT "wife"	
NAME OF CUSTODIAN		RELATIONSHIP TO DEFENDANT	
AMOUNT OF BOND \$100,000		SECURED BY \$	
DEPOSIT RECEIVED FROM:		OTHER SECURITY POSTED	
TIME/DATE OF NEXT APPEARANCE 5/11/2009 @ 9:30 a.m. JL		COURTROOM/JUDGE 5/19/2009 @ 10:00 a.m. MHP	

CONDITIONS OF RELEASE AND APPEARANCE

Defendant is subject to each condition checked:

- ☒ Defendant shall appear at all proceedings as ordered by the Court and shall surrender for service of any sentence imposed.
- ☒ Defendant shall not commit any federal, state, or local crime.
- ☒ Defendant shall not harass, threaten, intimidate, injure, tamper with, or retaliate against any witness, victim, informant, juror, or officer of the Court, or obstruct any criminal investigation. See 18 U.S.C. 1503, 1510, 1512, and 1513, on reverse side.
- ☒ Defendant shall not travel outside the Northern District of California, that is, these counties: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma. See map on reverse side.
- ☒ Defendant shall report in person immediately upon release and thereafter as directed to Pretrial Services in SF. See addresses and telephone numbers on reverse side. or FBI
- ☒ Defendant shall surrender all passports and visas to the Court by APRIL 30, 2009 and shall not apply for any passports or other travel documents.
- ☒ Defendant shall not possess any firearm, destructive device, or other dangerous weapon.
- ☐ Defendant shall remain in the custody of custodian _____ at _____, who agrees to supervise him/her and to report any violation of a release condition to Pretrial Services. A custodian who fails to do so may be prosecuted for contempt.
- ☐ Defendant shall participate in (drug) (alcohol) (mental health) counseling, and submit to (drug) (alcohol) testing, as directed by Pretrial Services.
- ☒ Defendant shall not use alcohol to excess and shall not use or possess any narcotic or other controlled substance without a legal prescription.
- ☐ Defendant shall maintain current employment, or if unemployed shall seek and maintain verifiable employment.
- ☐ Defendant shall submit to a warrantless search of his/her person, place of residence and vehicle at the direction of Pretrial Services.
- ☒ Defendant shall have no contact with any co-defendant out of the presence of counsel. EXCEPT IF RELATED BY FAMILY.
- ☒ Defendant shall not change residence without prior approval of Pretrial Services. or AUSA.
- ☐ Defendant shall comply with the following curfew: _____ to _____.
- ☐ Defendant shall be subject to electronic or voice track monitoring. Defendant may leave home for the purpose of _____.
- ☐ Defendant must ☐ reside in Halfway House ☐ participate in Residential Treatment _____.
- ☐ The following conditions also apply:

Mariam Kara will surrender her passport by MAY 6, 2009
DEF MAY TRAVEL TO VALLEJO TO VISIT MOTHER

Defendant shall contribute to the cost of services provided by Pretrial Services as directed by Pretrial Services.

CONSEQUENCES OF DEFENDANT'S FAILURE TO OBEY CONDITIONS OF RELEASE

Payment of the full amount of this bond shall be due forthwith, and all cash or property posted to secure it shall be forfeited. Judgment may be entered and executed against defendant and all sureties jointly and severally.

An arrest warrant for defendant shall issue immediately, and defendant may be detained without bail for the rest of the proceedings.

Defendant shall be subject to consecutive sentences and fines for failure to appear and/or for committing an offense while on release. See 18 U.S.C. 3146 and 3147, on reverse side.

We, the undersigned, have read and understand the terms of this bond and acknowledge that we are bound by it until duly exonerated.

SIGNATURE OF DEFENDANT	SIGNATURE(S) OF SURETY
SIGNATURE OF CUSTODIAN	SIGNATURE OF MAGISTRATE/JUDGE
THIS ORDER AUTHORIZES THE MARSHAL TO RELEASE DEFENDANT FROM CUSTODY.	
DATE 3/24/09	